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Monsanto

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MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 894-1000

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

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VAULT COPY

Return to Office
of the Secretary

a unit of Monsanto Company

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Sauget & Company

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December 29, 1972

signing on the line provided below and by returning a copy
to the writer.

Yours very truly,

MONSANTO COMPANY

BY  r.p.

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY 

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

LEASE

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

dated

January 1, 1970

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INSURANCE COVERAGE LITIGATION

for

Waste Disposal

W. G. Krummrich Plant

Sauget, Illinois

HED 0002701

MCO 0544483

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L E A S E

THIS INDENTURE, made and entered into as of January 1, 1970, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor," and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois, hereinafter referred to as "Lessee," WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Sauget, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Sauget, County of St. Clair, and State of Illinois to-wit:

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A tract of land in the Village of Sauget, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Sauget, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284, page 28 of the

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St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Company's drawing No. D-179-G1, Revision 1, dated December 15, 1969, marked Exhibit "A", attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal

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Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or (e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the sole negligence of the Lessor in the operation or maintenance of the Premises.

7. This Lease shall commence with the date first hereinabove written, and end with December 31, 1972 unless sooner terminated, as it may be at any time, by either party giving at least ninety (

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days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property from said Premises. In the event Lessee fails to peaceably deliver up and surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

8. If Lessee remains in possession of the Leased Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, a monthly tenancy terminable by either party on not less than one month's notice shall be created, which shall be upon the same terms and conditions, including rent, as those herein specified, and there shall be no renewal of this Lease by operation of law.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

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10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:

By C.B. Hollum
Assistant Secretary

By J. H. Phillips
Vice President

SAUGET AND COMPANY

ATTEST:

By Paul Sauget
Secretary

By Les Sauget
President

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STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Juan C. Munoz, a notary public, do hereby certify that H. L. Minshall, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. S. Holman personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of June, 1970.

Commission expires May 21, 1972.

Juan C. Munoz

MONSANTO INSURANCE COMPANY LITIGATION:
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STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, Betty Jean Long, a notary public, do hereby
certify that Leo Sauget, personally known to
me to be the _____ President of Sauget and Company, a Delaware
corporation, and Paul Sauget personally known
to me to be the _____ Secretary of said corporation,
and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such _____
President and _____ Secretary, they signed and
the said instrument as _____ President and _____
Secretary of said corporation, and caused the corporate seal of
said corporation to be affixed thereto, pursuant to authority,
given by the Board of Directors of said corporation as their free
and voluntary act, and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of
May, 1970.

Commission expires 12/11/73.

Betty Jean Long

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EXHIBIT A

MONSANTO CHEMICAL COMPANY

ORGANIC CHEMICALS DIVISION
ENGINEERING DEPT. ST. LOUIS, MO.

LOCATION DEPT. 418
KRUMMRICH PLANT

AUTH. NO.
74910-4-179

RIVER TERMINAL PROPERTY
TOPOGRAPHIC SURVEY FOR
PROPOSED WASTE DUMP

	BY	DATE	REVIEWED	REVIEWED
DRAWN	R. PORTER	11-22-57	BY	DATE
ENGINEERED	E. McMILLAN	5-31-58		
DETAILS CHKO.	L. H. S.	11-22-57		
APPROVED PROJ. ENGR.				

M. LINE EASEMENTS. J.S.
BY CHKO. APPD

SCALE
1"=100'-0"

DWG. NO. D-179-Gi

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*Request No. 19
(Pages from Site
Development Manual)*

copied

MONSANTO INSURANCE COMPANY LITIGATION:

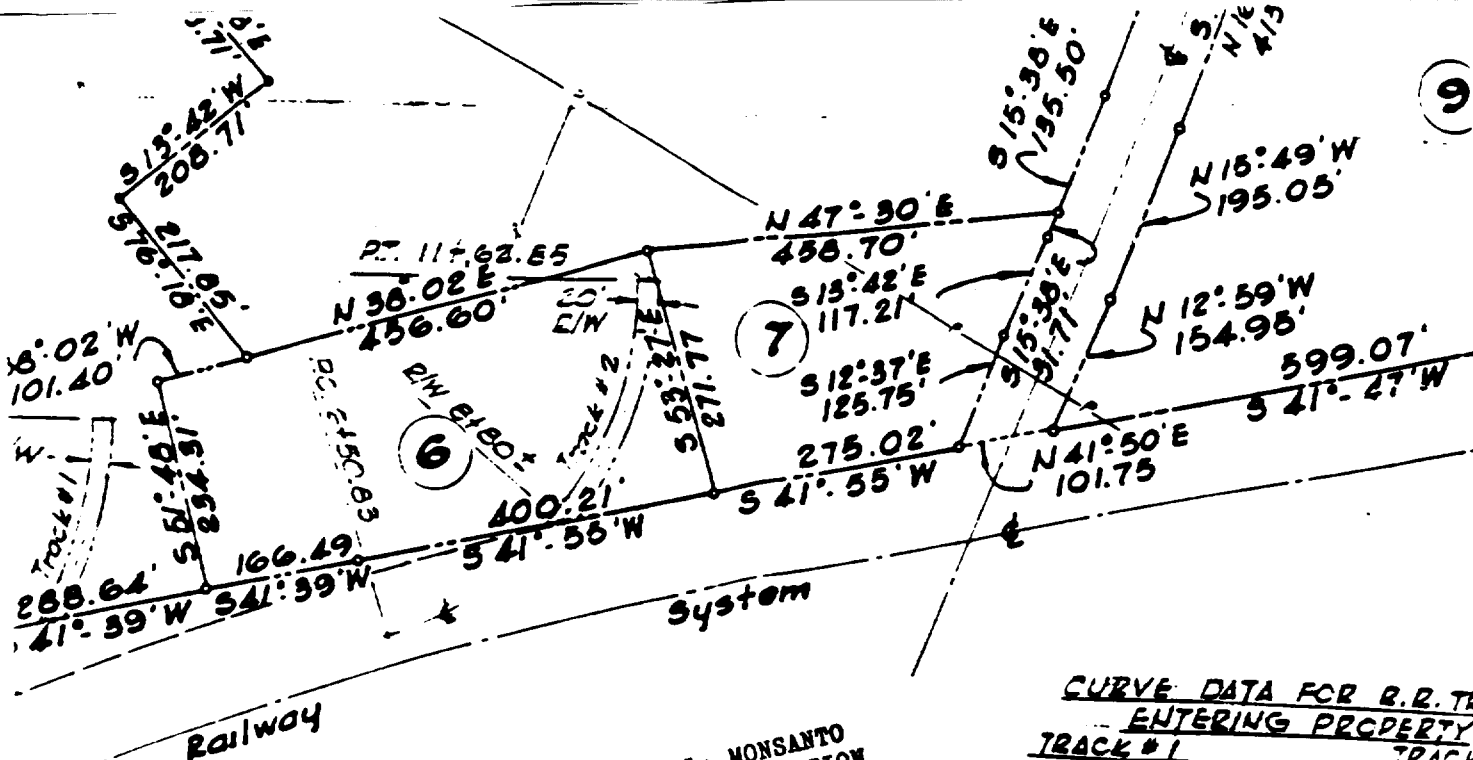
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*General
Section*

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CURVE DATA FOR B.R. TR ENTERING PROPERTY	
TRACK #1	TRACK #2
Δ = 56° 52'	Δ = 71°
D = 12° 00'	D = 14°
T = 257.20'	T = 29°
L = 471.11'	L = 512°

PLAT
PROPERTY OF
DANIEL CONSTRUCTION CO.
LOCATED
CHEROKEE COUNTY, S.C.

MONSANTO INSURANCE COMPANY LITIGATION:
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27 SEPTEMBER 1962

SCALE: 1" = 200'

DAVIS & FLOYD ENGRS., INC
ATLANTA, GA. GREENWOOD, S.C.

HED 0002711

HMSQ02094

July 6, 1970

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Mr. Paul Sauget
Sauget and Company
2700 Monsanto Avenue
Sauget, Illinois, 62201

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Dear Mr. Sauget:

Enclosed herewith is Sauget and
Company's copy of our Waste Disposal
Area Lease for the period 1/1/70 through
12/31/72.

Best regards.

Yours truly,

Dick

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: S. K. Shanahan - G.O. (No Copy)
File 02-03-0431 - JFQ (Copy)
✓ W. M. Cooper - G.O. (Copy)
Carl Mason - WGK (No Copy)

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MCO 0544492

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